

TABLE OF CONTENTS

- A. SF-1442 COVER SHEET
- B. PRICE
- C. SCOPE OF WORK
- D. PACKAGING AND MARKING
- E. INSPECTION AND ACCEPTANCE
- F. DELIVERIES OR PERFORMANCE
- G. ADMINISTRATIVE DATA
- H. SPECIAL REQUIREMENTS
- I. CLAUSES
- J. LIST OF ATTACHMENTS
- K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR QUOTERS
- L. INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS OR QUOTERS
- M. EVALUATION FACTORS FOR AWARD

ATTACHMENTS:

- Attachment 1: Specifications SOW
- Attachment 2: Breakdown of proposal price by divisions of specifications
- Attachment 3: Drawings
- Attachment 4: Bonds and Insurance
- Attachment 5: Firm and Project Information
- Attachment 6:

SECTION B - SUPPLIES OR SERVICES
AND PRICES/COSTS

B.1 CONTRACT PRICE

The Contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-3, Workers' Compensation and War-Hazard Insurance), and profit.

CONTRACT PRICE - CONTRACT LINE ITEM NUMBERS (CLIN)

CLN	Description	Unit Price	Unit of Issue Job	QTY	Total
0001	Shielding and Grounding System for Criminal Investigation School (Escuela de Investigación Criminal ESINC) in Bogotá, Colombia..- Firm Fixed Price.	_____	_____	1	_____
TOTAL					_____

B.2 VALUE ADDED TAX

TAX RELIEF PROCEDURES

- (a) General. This clause supplements FAR 52.229-6, Taxes – Foreign Fixed-Price Contracts (Reference 29.402-1(a)). The prices set forth in this contract are exclusive of all taxes and duties from which the U.S. Government is exempt by virtue of agreement between the U.S. Government and the Government of Colombia.
- (b)(1) Procedures. The Contractor shall follow the procedures in paragraph (c) of this clause regarding tax relief as provided in the agreement between the U. S. Government and Colombia. The diplomatic tax privilege belongs to the U.S. Government, and applies to taxes and duties payable to Colombia that are directly attributable to contract costs identified in paragraph (c) as subject to exemption, e.g., taxes or duties levied by Colombia on labor and materials that are applied to or utilized in performance of this contract.

- (2) The procedures in paragraph (c) are based on the current local tax relief agreement between the US Government and Colombia and are subject to change.
- (c) The following procedures are included in, or are derived from, the agreement negotiated with Colombia and are hereby incorporated into this clause:
- “Any quotation, invoice or bill to be submitted to the USG/INL Colombia for payment of cost incurred under this construction contract should reflect zero value concerning VAT or IVA (Impuesto a las Ventas). Upon contract award, the Office of INL Bogota will issue an exemption letter (Exencion de Impuesto) to the awardee to be presented to the Government of Colombia for any claim that may arise during the performance of this contract. The awardee, not the USG will coordinate directly with the Government of Colombia on any VAT or IVA matter under this contract”.
- (d) Remedies. The Government may impose the following remedies in the event the Contractor fails to follow the procedures outlined in paragraph (c) of this clause. These actions are in addition to any other remedies available to the Government:
- (1) The Contracting Officer may suspend contract payments in accordance with the procedures at FAR 32.503-6(a)(1).
- (2) The Contracting Officer may terminate the contract for default in accordance with the procedures at FAR Subpart 49.4.
- (3) The Contracting Officer may refer the case to the agency suspension and debarment official, in accordance with agency procedures, pursuant to FAR Subpart 9.4.
- (e) Audit. The Contracting Officer shall have the right to examine and audit all records and other evidence regarding the Contractor’s compliance with the requirements of this clause.

B.3 TYPE OF CONTRACT

This is a firm, fixed- price contract payable entirely in the currency indicated in the SF-1442. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK

C.1 CHARACTER AND SCOPE OF WORK

The Contractor shall furnish and install all materials required by this contract. The contract drawings are set forth in Section J as Attachment 5 and the Specifications/Statement of Work are set forth in Section J as Attachment 6.

C.2 DRAWINGS

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to the site as follows:

Shielding and Grounding System for Criminal Investigation School (Escuela de Investigación Criminal ESINC) in Bogotá, Colombia.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

E.2.1 MONTHLY REPORT: The Contractor shall submit to the COR a monthly progress report, along with the monthly invoice, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract.

E.2.2. INSPECTION BY GOVERNMENT: The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

E.3 SUBSTANTIAL COMPLETION

E.3.1 DEFINITIONS

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

1. do not interfere with the intended occupancy or utilization of the work, and
2. can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

E.3.2 USE AND POSSESSION UPON SUBSTANTIAL COMPLETION

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate shall be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve

the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 DEFINITIONS

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

E.4.2 FINAL INSPECTION AND TESTS

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

E.4.3 FINAL ACCEPTANCE

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

(a) satisfactory completion of all required tests,

(b) a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

(c) submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-14	SUSPENSION OF WORK (APR 1984)

F.2 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **ten (10) calendar** days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than **sixty (60) calendar days**. The time stated for completion shall include final cleanup of the premises and completion of “punch list” items.

F.3 LIQUIDATED DAMAGES

F.3.1 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the

Government in the amount of **US\$82.00** for each day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

F.3.2. ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the job site.

(d) All schedules shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, or (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give this notice not more than ten (10) days after the first event-giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will issue the Contractor a Notice to Proceed. The Contractor shall then prosecute the work commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

All work shall be performed **Monday through Saturday** except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

(a) The Department of State observes the following days* as holidays:

January 1*	Wednesday	(A-C) New Year's Day
January 6	Monday	(C) Epiphany
January 20	Monday	(A) Martin Luther King Jr's Birthday
February 17	Monday	(A) Washington's Birthday-President's Day
March 23	Monday	(C) St. Joseph's Day
April 9	Thursday	(C) Holy Thursday
April 10	Friday	(C) Good Friday
May 1	Friday	(C) Labor Day
May 25	Monday	(A-C) Memorial Day – Ascension Day
June 15	Monday	(C) Corpus Christi

June 22	Monday	(C) Feast of the Sacred Heart
June 29	Monday	(C) Peter and Paul
July 3	Friday	(A) Independence Day
July 20	Monday	(C) Independence Day
August 7	Friday	(C) Battle of Boyacá
August 17	Monday	(C) Assumption Day
September 7	Monday	(A) Labor Day
October 12	Monday	(A-C) Columbus Day
November 2	Monday	(A-C) All Saints' Day
November 11	Monday	(A-C) Veterans Day- Cartagena Independence Day
November 26	Thursday	(A) Thanksgiving Day
December 8	Tuesday	(C) Feast of the Immaculate Conception
December 25	Friday	(A-C) Christmas Holiday

(A) - American Holidays

(C) - Colombian Holidays

*Any other day designated by Federal law, Executive Order or Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment, and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and
- (3) directly and materially affects the date of final completion of the project.

F.10 PRE-CONSTRUCTION CONFERENCE

A preconstruction conference is not required.

F.11 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver To:
H.1.2. Bonds/Insurance	1	10 days after award	CO
H.11.1. Safety Plan	1	10 days after award	COR
E.2. Quality Assurance Plan	1	10 days after award	COR
F.4. Construction Schedule	1	10 days after award	COR
H.14.1. Submittal Register	1	10 days after award	COR
F.10. Pre-Construction Conference	1	10 days after award	COR
H.13.2. Biographic Data on Personnel	1	10 days after award	COR
E.2.2. Inspection Reports	1	3 days after end of weekly period	COR
G.3.2 Payment Request	1	Last day of each month	COR
E.2.1. Monthly Progress Report	1	7 th day of the following month	COR
F.4.(c). Updates to Construction Schedule <i>[Note to Contracting Officer: can change this to reflect frequency required]</i>	1	Last day of each month	COR
E.3.2. Request for Substantial Completion	1	5 days before inspection	COR
H.4.4. As-built Drawings and Warranties	1	After final completion but before final acceptance	COR
E.4.2. Request for Final Acceptance	1	5 days before inspection	COR
F.6 Notice of Delay	1	Within 10 days after event	CO
F.8 Additional Hours	1	No later than 24 hours in advance of need	COR
H.2.4 Evidence of Insurance	1	10 days after award	CO
H.17.2 Differing Site Condition	1	Within 10 days of occurrence	CO

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

G.2 MONITORING OF THE CONTRACTOR

G.2.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the **INL Project Engineer.**

G.2.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

G.3 PAYMENT

G.3.1 GENERAL

Payments are subject to FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts".

G.3.2 DETAIL OF PAYMENT REQUESTS

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The Contractor shall address invoices to:

bogotafactura@state.gov

G.3.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

G.3.4 EVALUATION BY THE CONTRACTING OFFICER

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons.

G.3.5 ADDITIONAL WITHHOLDING

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

G.3.6. PAYMENT

Under the authority of 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 BOND/IRREVOCABLE LETTERS OF CREDIT REQUIREMENTS

H.1.1 BONDS/IRREVOCABLE LETTERS OF CREDIT REQUIRED

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security (irrevocable letter of credit) approved by the Government such as letter of credit/guaranty shown in Section J.

H.1.2 TIME FOR SUBMISSION

The Contractor shall provide the bonds or alternate security as required by the paragraph H.1.1 above within ten (10) days after contract award. Failure to submit (1) the required bonds or other security acceptable to the Government in a timely manner; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction).

H.1.3 COVERAGE

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.1.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.1.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if --

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.2 INSURANCE

H.2.1 AMOUNT OF INSURANCE

The Contractor is required by FAR 52.228-5 to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

General Liability:	
(1) Bodily injury on or off site stated in U.S. dollars:	
Per Occurrence	<i>see Bonds and Insurance Description in Section J, Attachment 4</i>
Cumulative	<i>see Bonds and Insurance Description in Section J, Attachment 4</i>
(2) Property damage on or off site in U.S. dollars:	
Per Occurrence	<i>see Bonds and Insurance Description in Section J, Attachment 4</i>
Cumulative	<i>see Bonds and Insurance Description in Section J, Attachment 4</i>

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The

Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

Social Security System: In addition to the requirements listed above, all workers and subcontractors who are employed on the project shall be registered with a Social Security System, which includes an E.P.S. (Health Entity) and an A.R.P. (Professional Risk Administration Company), and the Contractor shall be up to date with the respective payments. The contractor shall likewise take on responsibility for any damages or prejudices which might result from any and all actions and activities of the Contractor. The Contractor shall submit copies of payment tables during the first seven days of the month to the COR.

H.2.2 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H.2.3 INSURANCE-RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

H.2.4 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

(a) "Contract Drawings or Drawings," where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.

(b) "Day" means a calendar day unless otherwise specifically indicated.

(c) “Host Country” means the country in which the project is located.

(d) “Material” means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.

(e) “Notice to Proceed” means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.

(f) “Other Submittals” includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

(g) “Project Data” includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(h) “Samples” are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

(i) “Schedule of Defects” means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

(j) “Separate Contractor” means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

(k) “Work” means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.4 OWNERSHIP AND USE OF DOCUMENTS

H.4.1 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND MODELS

(a) OWNERSHIP. All specifications, drawings, and copies thereof, and models, are the property of the Government.

(b) USE AND RETURN. The Contractor shall not use or allow others to use the documents described in (a) above on other work. The Contractor shall return or account for the

signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

H.4.2 SUPPLEMENTAL DOCUMENTS

The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless the Contractor makes objection within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

H.4.3 RECORD DOCUMENTS

The Contractor shall maintain at the project site:

- a current marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and
- a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

H.4.4 "AS-BUILT" DOCUMENTS

After final completion of the work, but before final acceptance, the Contractor shall provide:

- complete set of "as-built" drawings, based on the record set of drawings, marked to show the details of construction as actually accomplished; and
- record shop drawings and other submittals, in the number and form as required by the specifications.

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and its interpretation.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.7.3 SUBCONTRACTORS

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.7.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.9 CONSTRUCTION OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

(a) CONFINEMENT TO AUTHORIZED AREAS. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) VEHICULAR ACCESS. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 TEMPORARY FACILITIES AND SERVICES

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

H.11 SAFETY

H.11.1 DOSAR 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

- (3) Trenching or other excavation greater than one (1) meter in depth;
 - (4) Earth-moving equipment and other large vehicles;
 - (5) Cranes and rigging;
 - (6) Welding or cutting and other hot work;
 - (7) Partial or total demolition of a structure;
 - (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.
- (b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.
- (c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.
- (d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program*. The plan required by paragraph (f)(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

H.12 SUBCONTRACTORS AND SUPPLIERS

H.12.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.12.2 APPROVAL OF SUBCONTRACTORS

(a) REVIEW AND APPROVAL. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors.

(b) REJECTION OF SUBCONTRACTORS. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.13 CONSTRUCTION PERSONNEL

H.13.1 REMOVAL OF PERSONNEL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.13.2 CONSTRUCTION PERSONNEL SECURITY

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take [*Note to Contracting Officer: insert number of days*] days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, the Government will provide a badge to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.14 MATERIALS AND EQUIPMENT

H.14.1 SELECTION AND APPROVAL OF MATERIALS

(a) STANDARD TO QUALITY. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection.

(b) SELECTION BY CONTRACTOR. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the Contracting Officer, for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating. To ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.14.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.

H.14.3 BASIS OF CONTRACT PRICE

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.14.4 SUBSTITUTIONS

(a) PRIOR APPROVAL REQUIRED. The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor

but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

(b) APPROVAL THROUGH SHOP DRAWINGS. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) FINAL APPROVAL ON DELIVERY. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.14.5 . "OR-EQUAL CLAUSE"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.14.6 USE AND TESTING OF SAMPLES

(“Samples” include materials and equipment.)

(a) USE. The Contractor shall send approved samples not destroyed in testing to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) FAILURE OF SAMPLES. If a sample fails to pass the specified tests described in this contract, any further samples of the same brand or make of that material or equipment may not be considered for use in performance under this contract.

(c) TAKING AND TESTING OF SAMPLES. Samples delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) COST OF ADDITIONAL TESTING BY THE GOVERNMENT. When additional tests of samples are performed, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.15.1 SHIPMENT AND CUSTOMS CLEARANCE

(a) Costs to be borne by Contractor. The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Duty-free clearance. The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall

follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which:

- (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,
- (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or
- (3) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

(c) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.15.2 SURPLUS MATERIALS

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.16 SPECIAL WARRANTIES

H.16.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they do not conflict with the special warranty.

H.16.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information required in order to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the

Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.17 EQUITABLE ADJUSTMENTS

H.17.1 BASIS FOR EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause. The Contractor shall give the Contracting Officer written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.17.2 DIFFERING SITE CONDITION NOTICE

The Contractor shall provide written notice of a differing site condition within 10 days of occurrence following FAR 52.236-2, Differing Site Conditions.

H.17.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS

(a) ITEMIZATION OF PROPOSALS AND REQUESTS. The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer. The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) PROPOSED TIME ADJUSTMENTS. The Contractor shall submit a proposed time extension (if applicable) with any request for an equitable adjustment or change proposal. The request shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of the contract.

(c) RELEASE BY CONTRACTOR. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon issuance of such contract modification, the Government shall be released from any and all liability under this

contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.18 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

H.19 ZONING APPROVALS AND BUILDING PERMITS

The Government is responsible for:

- obtaining proper zoning or other land use control approval for the project,
- obtaining the approval of the Contract Drawings and Specifications,
- paying fees due, and
- obtaining and paying for the initial building permits.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to see the links to the FAR. You may also use Internet “search engines” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (JUN 2020)

52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT (MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE JUL 2016)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013) Alternate I
52.215-2	AUDIT AND RECORDS – NEGOTIATION (JUN 2020)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) Alternate I (FEB 1997)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-5 TRADE AGREEMENTS (FEB 2016)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-3 WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
- FAR 52.228-4 or 52.228-3 or both]
- 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
- 52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-32	PERFORMANCE-BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-4 CHANGES (JUN 2007)

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)

52.245-1 GOVERNMENT PROPERTY (JAN 2017)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

52.245-9 USE & CHARGES (APR 2012)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.247-63 PREFERENCE FOR U.S-FLAG CARRIERS (JUN 2003)

52.247-64 PREFERENCE FOR PRIVATELY-OWNED U.S-FLAG COMMERCIAL VESSELS (FEB 2006)

52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2010)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Alternate I (SEPT 1996)

52.249-14 EXCUSABLE DELAYS (APR 1984)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

FAR FULL TEXT CLAUSES

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (JUN 2020)

(a) *Definitions.* As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
 - (2) A domestic partnership;
 - (3) A domestic corporation;
 - (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31));
and
 - (5) Any trust if—
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet **at www.irs.gov/w14**.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the

contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

The following Department of State Acquisition Regulations (DOSAR) are set forth in full text:

I.1 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who

require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

I.2 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.

I.3 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.4 RESERVED

I.5 THE FOLLOWING CLAUSE IS APPLICABLE, IF CHECKED:

[] 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS
WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

I.6 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

(a) *Definitions.* As used in this clause—

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$250,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782, or via the internet at <http://www.fms.treas.gov/c570/c570.html>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.”

I.7 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of

shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.8 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.9 CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government e-mail.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT	NO. PAGES
Attachment 1	Technical Specs -General Statement of Work	53
Attachment 2	Bidding chart	1
Attachment 3	Drawings	8
Attachment 4	Bonds and Insurance	1
Attachment 5	Firm and Project Information	1
Attachment 6	Past Performance Questionnaire	1

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ ***[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*** and

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$250,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions:

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
<input type="checkbox"/>	TIN has been applied for
<input type="checkbox"/>	TIN is not required because:
<input type="checkbox"/>	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
<input type="checkbox"/>	Offeror is an agency or instrumentality of a foreign government
<input type="checkbox"/>	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporate Entity (not tax exempt)
<input type="checkbox"/>	Corporate Entity (tax exempt)
<input type="checkbox"/>	Government entity (Federal, State or local)
<input type="checkbox"/>	Foreign Government
<input type="checkbox"/>	International organization per 26 CFR 1.6049-4
<input type="checkbox"/>	Other:

(f) Common Parent

<input type="checkbox"/>	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
<input type="checkbox"/>	Name and TIN of common parent
Name	
TIN	

K.4 RESERVED

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118/236220 [NAICS code].

(2) The small business size standard is \$36.5M [size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$250,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xiv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xv) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xviii) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitation that include the clause at [52.204-7](#).
- (xix) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xx) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
- (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xxii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xxiii) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxiv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]
- ___ (i) [52.204-17](#), Ownership or Control of Offeror.
- ___ (ii) [52.204-20](#), Predecessor of Offeror.
- ___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- ___ (vii) [52.227-6](#), Royalty Information.
- ___ (A) Basic.
- ___ (B) Alternate I.
- ___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (c) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by

reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(d) FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K.6 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

(c) *Representation*. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph

(a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity

(e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.8. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification. [Offeror shall check either (1) or (2).]*

_____ (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to

section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

_____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a

party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.9. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;

- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

K.10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.11 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone No.: _____

K.12 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

“Foreign person” means any person other than a United States person as defined below.

“United States person” means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

(End of provision)

K.13. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.14 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information

required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.15 TAX ON CERTAIN FOREIGN PROCURMENTS – NOTICE AND REPRESENTATION (JUN 2020)

(a) *Definitions.* As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.**

(End of Provision)

K.16 The following provision is incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN
CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—
REPRESENTATION AND CERTIFICATIONS (JUN 2020)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (Reference 52.107(a))

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR)

<http://www.acqnet.gov/far> or

<http://farsite.hill.af.mil/vffara.htm>

Department of State Acquisition Regulation (DOSAR)

<http://www.statebuy.state.gov/dosar/dosartoc.htm>

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provision(s) is/are incorporated by reference (48 CFR CH. 1):

PROVISIONS

TITLE AND DATE

52.204-7

SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS–COMPETITIVE ACQUISITION (JAN 2004)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)
52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

L.2 52.204-22 – Alternative Line Item Proposal (Jan 2017)(Reference 4.1008)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.3 DOSAR 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)
(Reference DOSAR 606.570)**

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/OPE/AQM) or a Regional Procurement Support Office, the A/OPE/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Vincent J. Sanchez at (703) 875-6748, by email at SanchezVJ@state.gov, or write to: U.S. Department of State, Competition Advocate, A/OPE/AQM, SA-6, 1701 N. Fort Myer Drive Room 511, Arlington VA 22209. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;

(3) Be able to demonstrate prior construction experience with suitable references for company and Project manager;

(4) List of clients over the past **five (5) years**, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Colombia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(6) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(7) The offeror's strategic plan for construction services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) if insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

(8) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;

(9) Have no adverse criminal record; and

(10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

**L.4 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
(Reference 14.201-6)**

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.5 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) (Reference 14.201-6)

L.5 SUBMISSION OF OFFERS

L.5.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Executed Standard Form 1442, <i>Solicitation, Offer and Award (Construction, Alteration, or Repair)</i> , and	

	completed Section K	
II	Price Proposal and Completed Section B. The price proposal shall include a completed Section J, Attachment 4, "Breakdown of Proposal Price by Divisions of Specifications".	
III	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or if hand-delivered, the address set forth below (if this is left blank, the address is the same as that in Block 7 of SF-1442):

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

L.5.2 DETAILED INSTRUCTIONS

L.5.2.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF-1442 and all of Section K.

L.5.2.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. Complete all applicable portions of this form in each relevant category (such as., labor, materials, etc.).

L.5.2.3 Volume III: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

PROPOSED WORK INFORMATION - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

EXPERIENCE AND PAST PERFORMANCE - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and
- (11) Any terminations (partial or complete) and the reason (convenience or default)
- (12) Identify any accidents or safety concerns that occurred and resolution.

L.6 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name] , at [insert telephone and fax numbers] . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

L.9 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between **\$10,000** and **\$50,000**.

L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the **two (2)** years;
Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and
Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

L.10 PROPOSAL PREPARATION INSTRUCTIONS

GENERAL INSTRUCTIONS

The offeror shall submit the proposal in accordance with these instructions and include all data and information required by the solicitation. Offerors are advised to submit a proposal which is clear and comprehensive without additional explanation or information, but in sufficient detail for effective evaluation by the Government. The intent of the proposal shall be to provide sufficient data to support a decision for selection of a qualified contractor and allow for contract award. Nonconformance with the instructions may be cause for rejection of the proposal without further evaluation.

The Offeror shall submit sufficient documentation to allow DOS to evaluate its capabilities with respect to the factors listed in this Section for evaluation in accordance with Section M. Submissions that are missing the required information or otherwise do not comply with the submission requirements may be eliminated from consideration at the Contracting Officer's determination. If a submission exceeds the allowable page limits, the Contracting Officer will consider only the designated number of pages, starting with the first page of each factor. Only the information in the submission and any additional information obtained from any other sources concerning past performance will be considered during the government's evaluation of the submission.

The proposal shall consist of two volumes - (1) Business/Price/Contractor Information Volume, and (2) Technical/Management Volume. These volumes shall be submitted separately, and clearly marked: "Business/Price/Contractor Information Volume" and "Technical/Management Volume". The offeror shall make no reference to price in the Technical/Management volume. No alternate proposal will be accepted. The offeror's proposal and any subsequent negotiated changes thereto shall be binding upon the offeror.

Page limitations established in each area of consideration shall be strictly adhered to, as pages which exceed the limit will not be reviewed by the technical evaluators. Written responses to clarification requests and deficiency reports (CR's/DR's) will be subject to page limitations as specified in the CR/DR correspondence.

The proposals shall be prepared as follows:

Page and Typing: The page size shall be 8½ x 11 inches (or A4) unless otherwise specified. Pages shall be typed with Font Size 11 or 12 with minimum one inch margins. This limitation does not apply to Section B Contract Line Item Numbers (CLINs) or Sub-Line Item Numbers (SLINs) or to Graphics submitted as part of the proposal. Fold-out pages may be included in the proposal, but their width shall not exceed two regular (8½ x 11) pages (or A4) unless otherwise specified. Fold-out pages shall count as two pages.

Organization: Each volume shall contain a detailed table of contents to delineate the sections and subparagraphs contained therein. Offerors shall label sections and subsections to match the Factors and Subfactors listed in this section. Table of contents will not be considered in the allowable number of pages to be submitted.

Format and Copies: Hardcopy submissions must provide one original plus one copy in printed form and electronic copies via two (2) compact discs. ONLY the compact discs shall contain the electronic copy of both Volume I and Volume II. Index the electronic copy identical to the printed version. DOS may review either the electronic or the printed submittal; therefore both formats shall be complete and identical to each other. Electronic submissions should submit a separate PDF file for Volume I and Volume II.

Language: Use only the English language. Submit an English translation for all information originally provided in another language. If an English translation is not provided, DOS will not review or consider the information submitted only in another language. Non-English language pages are not included in any page counts.

Color: Submit text as black writing on a white background. Text that is difficult to read due to the use of colored text, colored background, and/or font selection may result in a failure of one or more elements.

If it is deemed necessary, the Government may, at its sole discretion, request additional information from offerors clarifying or supplementing any proposal as submitted. For that purpose the Government may discuss any such proposal with the offeror.

Address for ELECTRONIC submission of offers:
HeumphreusJ@state.gov and ramirezgs@state.gov

The proposal shall be prepared in the following volumes:

ELECTRONIC SUBMISSION:

VOLUME ONE: BUSINESS/PRICE/CONTRACTOR INFORMATION (PDF File)

VOLUME TWO: TECHNICAL/MANAGEMENT INFORMATION (PDF File)

VOLUME ONE: BUSINESS/PRICE/CONTRACTOR INFORMATION

This volume shall consist of a completed copy of Section A (Standard Form 1442), Section B Pricing, Section K Representations and Certifications of the Request for Proposal and other documentation as follows:

Exceptions - Should the offeror claim exception to any requirement in the solicitation, these exceptions shall be listed and rationale for them provided in this volume. The absence of exceptions in this volume will be deemed as acceptance of all terms and conditions of the solicitation and resulting contract.

Section A - "Standard Form 1442" Complete blocks 14 through 20C.

Amendment(s) – Standard Form 30 (when applicable). If amendments are issued, the offeror shall indicate receipt and inclusion of the amendment by completing block 19 of the form. Amendments shall also be acknowledged by signing and returning the SF-30, "Amendment of Solicitation/Modification of Contract," with the offer.

Section B Pricing - The offeror shall provide their proposed prices for each CLIN in the blanks provided in Section B, "Supplies or Services and Price."

The offeror must provide all equipment; materials; supplies; labor; professional construction; and services associated with the Project as described in this solicitation, including all attachments and exhibits. Failure to make an offer on all requirements associated with the Project may be cause for determining an offer unacceptable and thereby not eligible for award.

Pricing Format - The offeror shall submit all related pricing data established by the contracted price translated into the INL Proposal Price Breakdown. The pricing document shall be used by the offeror as the format for submitting the proposed price.

Section K Representations and Certifications - Offeror shall ensure that Section K of the RFP is also completed in its entirety, including all required entries, signatures and dates where appropriate. Company Financial Statement. Provide a copy of the company's latest financial report. Ensure that all required fill-ins are completed in the solicitation in addition; The "Price Proposal" shall be submitted with sufficient data to support the proposal and to justify the reasonableness of the price.

Joint Venture Agreement/Signed Statement of JV Intent & Description of Partnership

If the planned organizational structure for the Offeror is a JV, provide a Statement of Intent to form a JV, signed by all parties to the JV. If a formal JV has already been formed, the JV agreement may be submitted in lieu of the Statement of Intent. State if the Offeror is not submitting as a JV.

Organizations that wish to rely upon the experience or financial resources of any other legally related entity or organization, including parent companies, subsidiaries, or other related firms, must do so by way of a JV or a "de facto" JV. In cases of a "de facto" JV where no formal joint venture agreement is in place, the parties must agree, in writing, to be jointly and severable liable for performance of any contract awarded.

Describe the relationship of the JV parties.

Identify each JV party's role.

Identify the type and percentage of work assigned to each JV party.

For a "de facto" JV, provide the signed written agreement. Identify the parties' intended roles in the Project.

VOLUME TWO – TECHNICAL / MANAGEMENT INFORMATION

Definitions:

Where the term "Offeror" is used, it is intended that requirements for the Offeror apply equally to either a single Contractor or to all parties of a Joint Venture (JV), where applicable.

The project(s) included in this solicitation are referenced as "the Project."

The term "relevant projects" means those projects similar in scope, complexity, and dollar value (USD), in that order of importance. For example, for a new construction project, relevant projects would be new construction; for a renovation project, relevant projects would be renovation projects.

Instructions

Organization - Organize proposal by area, element number, and paragraph number to correspond to the requirements of the proposal preparation instructions. Tab and clearly identify each element in the proposal.

Language - Use only the English language. Submit an English translation for all information originally provided in another language. If an English translation is not provided, DOS will not review or consider the information submitted only in another language. Non-English language pages are not included in any page counts.

Page Limits - Maximum page limits for each element are identified. If a proposal exceeds the allowable page limits, DOS will consider only the designated number of pages, starting with the first page of each factor, or may eliminate the Offeror from consideration, at its discretion. Tables of contents, header pages, etc. will not be counted.

Page Size - Pages are based on a single-sided 8 ½" x 11" (or A4) sheet. Page equivalencies are: one double-sided page = two single-sided pages; 11"x17" fold-outs = two pages per side. Except where otherwise specified, the maximum paper size permitted is 11" x 17" (or A3).

Font - Submit proposals in size 11-12 point minimum Garamond font.

Color - Submit text as black writing on a white background. Text that is difficult to read due to the use of colored text, colored background, and/or font selection may result in a failure of one or more elements.

Format and Copies - Provide two electronic copies via compact disk and one original plus one copy in printed form. Index the electronic copy identical to the printed version. DOS may review either the electronic or the printed submittal; therefore both formats shall be complete and identical to each other.

FACTOR 1: CONSTRUCTOR TECHNICAL PROJECT EXPERIENCE

This section is intended to evaluate the technical project experience of the Offeror and its JV partners, if applicable, and is not intended to evaluate subcontractor technical project experience. Do not submit technical project experience for any proposed subcontractors.

Page limit: Six pages per project.

Relevant Projects - The term "relevant projects" means those projects similar in scope, complexity, and dollar value (USD), in that order of importance. For example, submitting only building renovation project examples would not be considered relevant to demonstrate technical project experience necessary to perform new construction.

Project Examples - Submit four examples of relevant projects, either substantial complete or completed within the past five years, demonstrating the Offeror's technical capabilities to perform the Project. If the offeror submits more than the required number of project examples, DOS will evaluate only the stated number of projects, in the order presented in the Offeror's submittal.

JV Project Examples – As stated in Section/Paragraph L.17 four relevant project examples are required. Of the four examples, offerors organized as a JV shall submit at least one example of a relevant project for each JV partner to demonstrate technical project experience for the JV partner's

proposed role in the Project. Projects may be substantially complete or completed within the past five years. If the offeror submits more than the required number of project examples, DOS will evaluate only the stated number of projects, in the order presented in the Offeror's submittal. If a JV partner's role does not include construction, the Offeror shall submit project examples as stated in L.17 based on the number of partners whose role includes construction.

The following additional requirements apply to the project examples:

At least one project shall be substantially complete or completed within the past five years.

At least two projects shall be Design-Bid-Build Construction projects.

Include the following information for each project example:

Project Name

Description of project scope and identification of relevancy to work required for this contract.

Name of contractor responsible for the project

Identify whether the Offeror was a subcontractor or a JV partner on the project example.

Description of the type of work performed by the Offeror including identification of specific trades self-performed.

Actual start and completion dates (month/year), and originally scheduled completion date (month/year). Explain any differences between the actual and originally scheduled completion dates. The percentage of the construction work self-performed by the Offeror and the percentage of the construction work for which the Offeror was responsible. Percentage shall be provided as a portion of the total construction value of the project.

Limits on Subcontracting - This project is subject to subcontracting limits of no more than 50% of the total value of the contract, as identified in 22 U.S. Code Section 4852. From a technical perspective, the project examples must demonstrate the Offeror's ability to self-perform at least 30-50% of the value of each project example in order to demonstrate the technical capability to self-perform the required value of work. If the offeror acted as a general contractor on the project examples or did not self-perform at least 30% of the work the offeror must demonstrate the capacity and resources, or the ability to obtain them, to self-perform 30-50% of the total value of projects

Quality

Page limit for each explanation in Section

For the past five years on any project the Offeror was involved with, identify whether the Offeror has had any of the following problems, and if so, explain the reasons for and the remedy/resolution of the problem: (Note: if the offeror did not have any of the following problems, please include a statement to identify that fact in the proposal for this section)

Been terminated for default

Been issued a cure notice

Been issued a show cause notice

Been assessed liquidated damages

Had its performance and payment bond surety notified that the contractor was not fulfilling its contract obligations

Had its performance during construction evaluated as unsatisfactory or unacceptable.

For each relevant project example submitted, identify performance problems including schedule deviations, and describe how the problems were remedied.

FACTOR 2: CONSTRUCTOR PAST PERFORMANCE

The Offeror is required to submit at least 3 past performance questionnaires and list of 3 to 5 additional references that the US government may contact. In evaluating the Offeror's past performance, the Government may consider the information in the Offeror's submittal as well as information gathered from other sources including former customers, Government agencies, federal databases (e.g. CPARS), and other references.

As defined by FAR 2.1, past performance refers to the Offeror's performance on active and physically completed contracts. An Offeror who has no record of past performance or for whom information on past performance is not available will receive a neutral rating for this factor.

FACTOR 3: TECHNICAL APPROACH AND RISK

SUBFACTOR 1: Understanding Scope

Page limit: 30. Provide a detailed narrative that identifies the Offeror's understanding of the overall scope for the Project. Identify all the major scope components of the Project. Provide a discussion of the technical approach to the Project that demonstrates an understanding of the phasing, geographic constraints, local labor market, laws, culture, and other anticipated challenges. Demonstrate a clear understanding of the following: use of local consultants and labor, potential material shortage, assembly of the administrative and technical staff, shipping and logistics (air, land, and sea), local labor and subcontractor markets, site security, local storage of materials, lay-down area(s), and weather factors. Identify challenges as well as potential solutions.

SUBFACTOR 2: Schedule

Understanding of Project

Page limit: 1 (D-size)

Format: Critical Path Method (CPM) format

Provide a project schedule in color, consisting of no more than 200 activities and listing all milestones, to demonstrate an understanding of the Project scope, restraints, phasing, and local conditions. Paper copies of the schedule shall be printed on a single D-size (22" x 34") sheet of paper and electronic copies shall be in .pdf format sized for D-size paper. When preparing the schedule to include with the proposal, anticipate the award date as 105 days from the due date of proposals and the Notice to Proceed – Construction (F.12) to begin on April 07, 2020.

Delay Recovery Examples

Page limit per example: 2. Provide three examples of delay recovery from relevant projects executed within the previous five years.

FACTOR 4: MANAGEMENT/ORGANIZATION

SUBFACTOR 1: Offeror's Organization for the Project

Page limit: 5 plus the organizational chart.

Identify all of the major components of the team for the Project, and explain how their work will be integrated into the overall scope. Project titles and names used shall match the resumes required elsewhere in this solicitation.

Provide an organizational chart showing the relationship between the Offeror, subcontractors, QC personnel and Safety personnel.

SUBFACTOR 2: Staffing Approach and Key Personnel Resumes

Page limit: 2. Provide, in table format, a breakdown of all of the Offeror's project management manpower resources, the projects to which they are currently committed, and when those commitments end. Indicate which of those personnel will be assigned to the Project.

Page limit: 2. Identify the extent to which the proposed construction management team has worked together on previous projects.

Page limit: 2 per resume. Provide resumes for all Contractor Management positions. Provide additional resumes for other management and staff positions deemed critical by the Offeror, in the Home (headquarters and support) and Field Offices. Resumes shall include name, educational background, present employer, present position or title, total years of experience and years of experience with the Offeror, training, types of experience by years, English language proficiency, and any additional pertinent information in sufficient detail to substantiate qualifications and facilitate evaluation of qualifications and technical competence. Experience shall be in similar roles for projects relevant to the Project.

SUBFACTOR 3: Subcontractor Management Program

Page limit: 10.

Describe by name and position all subcontractors identified for the Project and how the Offeror plans to integrate those subcontractors into the overall contract effort.

Describe plans for implementing and maintaining surveillance over subcontractors to ensure performance is consistent with contract requirements. The Subcontractor Management Program should be detailed and specific to the Project and site conditions and provide an overview of corporate management philosophy.

For three relevant projects, discuss the subcontractor management program implemented with a focus on key success factors and how failures and challenges were resolved.

With respect to an INL construction project, a prime contractor may not subcontract more than 50 percent of the total value of the project.

SUBFACTOR 4: Business Authorization

Page limit: Not Applicable

Offeror shall provide current copy of license/certificate/accreditation which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the government of Colombia or its agent to provide construction services within Colombia.

Offeror shall provide written assurance that all sub-contractors identified in the proposal have obtained all necessary licenses AND will ensure all sub-contractors or others not currently identified in the proposal have necessary authorization before performing work.

FACTOR 5: SAFETY PROGRAM Page limit: 10

Page limit: 2. Provide a statement of the Offeror's policy on safety and health in the workplace. Page limit: 2 per project. For three relevant projects, discuss the safety program that was implemented with a focus on key success factors and how failures and challenges were resolved.

Page limit: 2. Describe the core elements of the company's safety training program. Identify the frequency of training sessions, and explain how employees are informed of company policy regarding safety regulations and work practices.

Recruitment of Third Country Nationals for Performance on Department of State Contracts (October 17, 2012)

On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a Recruitment Plan as part of the proposal. Contractors providing employer furnished housing are required to submit a Housing Plan. For proposal evaluation purposes, the Recruitment Plan will be evaluated on a Pass/Fail basis, and an offeror must receive a Pass to be eligible for award.

FACTOR 6: TCN RECRUITMENT PLAN Page limit: 10

State the anticipated number of workers to be recruited, the skills they are expected to have, the approach to training third country nationals (TCNs), and the country or countries from which the contractor intends to recruit them.

Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.

Provide sample recruitment agreement in English.

State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.

State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

FACTOR 7: HOUSING PLAN Page limit: 5

For proposal evaluation purposes, the Housing Plan will be evaluated on a Pass/Fail basis and an offeror must receive a Pass to be eligible for award.

The offeror shall submit a Housing Plan if the contractor intends to provide employer furnished housing for TCNs. The Housing Plan must:

Describe the location and description of the proposed housing.

The plan shall state that the contractor is providing housing as part of the contract performance and shall clearly demonstrate that the contractor-provided housing will be in accordance with all applicable local laws, as well as adequate to attract and retain employees. This plan shall also acknowledge conformance to the trafficking in persons clause, 52.222-50 COMBATING TRAFFICKING IN PERSONS.

Contractor shall comply with any Temporary Labor Camp standards contained in this contract.

In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver.

Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

L.12 PROPOSAL PREPARATION INSTRUCTIONS

GENERAL INSTRUCTIONS

The offeror shall submit the proposal in accordance with these instructions and include all data and information required by the solicitation. Offerors are advised to submit a proposal which is clear and comprehensive without additional explanation or information, but in sufficient detail for effective evaluation by the Government. The intent of the proposal shall be to provide sufficient data to support a decision for selection of a qualified contractor and allow for contract award.

Nonconformance with the instructions may be cause for rejection of the proposal without further evaluation.

The Offeror shall submit sufficient documentation to allow DOS to evaluate its capabilities with respect to the factors listed in this Section for evaluation in accordance with Section M. Submissions that are missing the required information or otherwise do not comply with the submission requirements may be eliminated from consideration at the Contracting Officer's determination. If a submission exceeds the allowable page limits, the Contracting Officer will consider only the designated number of pages, starting with the first page of each factor. Only the information in the submission and any additional information obtained from any other sources concerning past performance will be considered during the government's evaluation of the submission.

The proposal shall consist of two volumes - (1) Business/Price/Contractor Information Volume, and (2) Technical/Management Volume. These volumes shall be submitted separately, and clearly marked: "Business/Price/Contractor Information Volume" and "Technical/Management Volume". The offeror shall make no reference to price in the Technical/Management volume. No alternate proposal will be accepted. The offeror's proposal and any subsequent negotiated changes thereto shall be binding upon the offeror.

Page limitations established in each area of consideration shall be strictly adhered to, as pages which exceed the limit will not be reviewed by the technical evaluators. Written responses to clarification requests and deficiency reports (CR's/DR's) will be subject to page limitations as specified in the CR/DR correspondence.

The proposals shall be prepared as follows:

Page and Typing: The page size shall be 8½ x 11 inches (or A4) unless otherwise specified. Pages shall be typed with Font Size 11 or 12 with minimum one inch margins. This limitation does not apply to Section B Contract Line Item Numbers (CLINs) or Sub-Line Item Numbers (SLINs) or to Graphics submitted as part of the proposal. Fold-out pages may be included in the proposal, but their width shall not exceed two regular (8½ x 11) pages (or A4) unless otherwise specified. Fold-out pages shall count as two pages.

Organization: Each volume shall contain a detailed table of contents to delineate the sections and subparagraphs contained therein. Offerors shall label sections and subsections to match the Factors and Subfactors listed in this section. Table of contents will not be considered in the allowable number of pages to be submitted.

Format and Copies: Hardcopy submissions must provide one original plus one copy in printed form and electronic copies via two (2) compact discs. ONLY the compact discs shall contain the electronic copy of both Volume I and Volume II. Index the electronic copy identical to the printed version. DOS may review either the electronic or the printed submittal; therefore both formats shall be complete and identical to each other. Electronic submissions should submit a separate PDF file for

Volume I and Volume II.

Language: Use only the English language. Submit an English translation for all information originally provided in another language. If an English translation is not provided, DOS will not review or consider the information submitted only in another language. Non-English language pages are not included in any page counts.

Color: Submit text as black writing on a white background. Text that is difficult to read due to the use of colored text, colored background, and/or font selection may result in a failure of one or more elements.

If it is deemed necessary, the Government may, at its sole discretion, request additional information from offerors clarifying or supplementing any proposal as submitted. For that purpose the Government may discuss any such proposal with the offeror.

Address for ELECTRONIC submission of offers

Email both Volume I and Volume II to the following:

Julie Heumphreus Heumphreusj@state.gov, and Susana Ramirez at ramirezgs@state.gov

SPECIFIC INSTRUCTIONS

ELECTRONIC SUBMISSION:

VOLUME ONE: BUSINESS/PRICE/CONTRACTOR INFORMATION (PDF File)

VOLUME TWO: TECHNICAL/MANAGEMENT INFORMATION (PDF File)

VOLUME ONE: BUSINESS/PRICE/CONTRACTOR INFORMATION

This volume shall consist of a completed copy of Section A (Standard Form 1442), Section B Pricing, Section K Representations and Certifications of the Request for Proposal and other documentation as follows:

Exceptions - Should the offeror claim exception to any requirement in the solicitation, these exceptions shall be listed and rationale for them provided in this volume. The absence of exceptions

in this volume will be deemed as acceptance of all terms and conditions of the solicitation and resulting contract.

Section A - "Standard Form 1442" Complete blocks 14 through 20C.

Amendment(s) – Standard Form 30 (when applicable). If amendments are issued, the offeror shall indicate receipt and inclusion of the amendment by completing block 19 of the form. Amendments shall also be acknowledged by signing and returning the SF-30, "Amendment of Solicitation/Modification of Contract," with the offer.

Section B Pricing - The offeror shall provide their proposed prices for each CLIN in the blanks provided in Section B, "Supplies or Services and Price."

The offeror must provide all equipment; materials; supplies; labor; professional construction; and services associated with the Project as described in this solicitation, including all attachments and exhibits. Failure to make an offer on all requirements associated with the Project may be cause for determining an offer unacceptable and thereby not eligible for award.

Pricing Format - The offeror shall submit all related pricing data established by the contracted price translated into the INL Proposal Price Breakdown. The pricing document shall be used by the offeror as the format for submitting the proposed price.

Section K Representations and Certifications - Offeror shall ensure that Section K of the RFP is also completed in its entirety, including all required entries, signatures and dates where appropriate. Company Financial Statement. Provide a copy of the company's latest financial report. Ensure that all required fill-ins are completed in the solicitation in addition; The "Price Proposal" shall be submitted with sufficient data to support the proposal and to justify the reasonableness of the price.

Joint Venture Agreement/Signed Statement of JV Intent & Description of Partnership

If the planned organizational structure for the Offeror is a JV, provide a Statement of Intent to form a JV, signed by all parties to the JV. If a formal JV has already been formed, the JV agreement may be submitted in lieu of the Statement of Intent. State if the Offeror is not submitting as a JV.

Organizations that wish to rely upon the experience or financial resources of any other legally related entity or organization, including parent companies, subsidiaries, or other related firms, must do so by way of a JV or a "de facto" JV. In cases of a "de facto" JV where no formal joint venture agreement is in place, the parties must agree, in writing, to be jointly and severable liable for performance of any contract awarded.

Describe the relationship of the JV parties.

Identify each JV party's role.

Identify the type and percentage of work assigned to each JV party.

For a “de facto” JV, provide the signed written agreement. Identify the parties’ intended roles in the Project.

VOLUME TWO – TECHNICAL / MANAGEMENT INFORMATION

Definitions:

Where the term “Offeror” is used, it is intended that requirements for the Offeror apply equally to either a single Contractor or to all parties of a Joint Venture (JV), where applicable.

The project(s) included in this solicitation are referenced as “the Project.”

The term “relevant projects” means those projects similar in scope, complexity, and dollar value (USD), in that order of importance. For example, for a new construction project, relevant projects would be new construction; for a renovation project, relevant projects would be renovation projects.

Instructions

Organization - Organize proposal by area, element number, and paragraph number to correspond to the requirements of the proposal preparation instructions. Tab and clearly identify each element in the proposal.

Language - Use only the English language. Submit an English translation for all information originally provided in another language. If an English translation is not provided, DOS will not review or consider the information submitted only in another language. Non-English language pages are not included in any page counts.

Page Limits - Maximum page limits for each element are identified. If a proposal exceeds the allowable page limits, DOS will consider only the designated number of pages, starting with the first page of each factor, or may eliminate the Offeror from consideration, at its discretion. Tables of contents, header pages, etc. will not be counted.

Page Size - Pages are based on a single-sided 8 ½” x 11” (or A4) sheet. Page equivalencies are: one double-sided page = two single-sided pages; 11”x17” fold-outs = two pages per side. Except where otherwise specified, the maximum paper size permitted is 11” x 17” (or A3).

Font - Submit proposals in size 11-12 point minimum Garamond font.

Color - Submit text as black writing on a white background. Text that is difficult to read due to the use of colored text, colored background, and/or font selection may result in a failure of one or more elements.

Format and Copies - Provide two electronic copies via compact disk and one original plus one copy in printed form. Index the electronic copy identical to the printed version. DOS may review either the electronic or the printed submittal; therefore both formats shall be complete and identical to each other.

Restating Requirements - Responses restating requirements identified in the Statement of Work or elsewhere in the solicitation documents are not acceptable.

FACTOR 1: CONSTRUCTOR TECHNICAL PROJECT EXPERIENCE

This section is intended to evaluate the technical project experience of the Offeror and its JV partners, if applicable, and is not intended to evaluate subcontractor technical project experience. Do not submit technical project experience for any proposed subcontractors.

Page limit: Six pages per project.

Relevant Projects - The term “relevant projects” means those projects similar in scope, complexity, and dollar value (USD), in that order of importance. For example, submitting only building renovation project examples would not be considered relevant to demonstrate technical project experience necessary to perform new construction.

Project Examples - Submit four examples of relevant projects, either substantial complete or completed within the past five years, demonstrating the Offeror’s technical capabilities to perform the Project. If the offeror submits more than the required number of project examples, DOS will evaluate only the stated number of projects, in the order presented in the Offeror’s submittal.

JV Project Examples – As stated in Section/Paragraph L.17 four relevant project examples are required. Of the four examples, offerors organized as a JV shall submit at least one example of a relevant project for each JV partner to demonstrate technical project experience for the JV partner’s proposed role in the Project. Projects may be substantially complete or completed within the past five years. If the offeror submits more than the required number of project examples, DOS will evaluate only the stated number of projects, in the order presented in the Offeror’s submittal. If a JV partner’s role does not include construction, the Offeror shall submit project examples as stated in L.17 based on the number of partners whose role includes construction.

The following additional requirements apply to the project examples:

At least one project shall be substantially complete or completed within the past five years.

At least two projects shall be Design-Bid-Build Construction projects.

Include the following information for each project example:

Project Name

Description of project scope and identification of relevancy to work required for this contract.

Name of contractor responsible for the project

Identify whether the Offeror was a subcontractor or a JV partner on the project example.

Description of the type of work performed by the Offeror including identification of specific trades self-performed.

Actual start and completion dates (month/year), and originally scheduled completion date (month/year). Explain any differences between the actual and originally scheduled completion dates. The percentage of the construction work self-performed by the Offeror and the percentage of the construction work for which the Offeror was responsible. Percentage shall be provided as a portion of the total construction value of the project.

Limits on Subcontracting - This project is subject to subcontracting limits of no more than 50% of the total value of the contract, as identified in 22 U.S. Code Section 4852. From a technical perspective, the project examples must demonstrate the Offeror’s ability to self-perform at least 30-50% of the value of each project example in order to demonstrate the technical capability to self-

perform the required value of work. If the offeror acted as a general contractor on the project examples or did not self-perform at least 30% of the work the offeror must demonstrate the capacity and resources, or the ability to obtain them, to self-perform 30-50% of the total value of projects

Quality

Page limit for each explanation in Section

For the past five years on any project the Offeror was involved with, identify whether the Offeror has had any of the following problems, and if so, explain the reasons for and the remedy/resolution of the problem: (Note: if the offeror did not have any of the following problems, please include a statement to identify that fact in the proposal for this section)

Been terminated for default

Been issued a cure notice

Been issued a show cause notice

Been assessed liquidated damages

Had its performance and payment bond surety notified that the contractor was not fulfilling its contract obligations

Had its performance during construction evaluated as unsatisfactory or unacceptable.

For each relevant project example submitted, identify performance problems including schedule deviations, and describe how the problems were remedied.

FACTOR 2: CONSTRUCTOR PAST PERFORMANCE

The Offeror is required to submit at least 3 past performance questionnaires and list of 3 to 5 additional references that the US government may contact. In evaluating the Offeror's past performance, the Government may consider the information in the Offeror's submittal as well as information gathered from other sources including former customers, Government agencies, federal databases (e.g. CPARS), and other references.

As defined by FAR 2.1, past performance refers to the Offeror's performance on active and physically completed contracts. An Offeror who has no record of past performance or for whom information on past performance is not available will receive a neutral rating for this factor.

FACTOR 3: TECHNICAL APPROACH AND RISK

SUBFACTOR 1: Understanding Scope

Page limit: 30. Provide a detailed narrative that identifies the Offeror's understanding of the overall scope for the Project. Identify all the major scope components of the Project. Provide a discussion of the technical approach to the Project that demonstrates an understanding of the phasing, geographic constraints, local labor market, laws, culture, and other anticipated challenges. Demonstrate a clear understanding of the following: use of local consultants and labor, potential material shortage, assembly of the administrative and technical staff, shipping and logistics (air, land, and sea), local labor and subcontractor markets, site security, local storage of materials, lay-down area(s), and weather factors. Identify challenges as well as potential solutions.

SUBFACTOR 2: Schedule

Understanding of Project

Page limit: 1 (D-size)

Format: Critical Path Method (CPM) format

Provide a project schedule in color, consisting of no more than 200 activities and listing all milestones, to demonstrate an understanding of the Project scope, restraints, phasing, and local conditions. Paper copies of the schedule shall be printed on a single D-size (22" x 34") sheet of paper and electronic copies shall be in .pdf format sized for D-size paper. When preparing the schedule to include with the proposal, anticipate the award date as 105 days from the due date of proposals and the Notice to Proceed – Construction (F.12) to begin on April 07, 2020.

Delay Recovery Examples

Page limit per example: 2. Provide three examples of delay recovery from relevant projects executed within the previous five years.

FACTOR 4: MANAGEMENT/ORGANIZATION

SUBFACTOR 1: Offeror's Organization for the Project

Page limit: 5 plus the organizational chart.

Identify all of the major components of the team for the Project, and explain how their work will be integrated into the overall scope. Project titles and names used shall match the resumes required elsewhere in this solicitation.

Provide an organizational chart showing the relationship between the Offeror, subcontractors, QC personnel and Safety personnel.

SUBFACTOR 2: Staffing Approach and Key Personnel Resumes

Page limit: 2. Provide, in table format, a breakdown of all of the Offeror's project management manpower resources, the projects to which they are currently committed, and when those commitments end. Indicate which of those personnel will be assigned to the Project.

Page limit: 2. Identify the extent to which the proposed construction management team has worked together on previous projects.

Page limit: 2 per resume. Provide resumes for all Contractor Management positions. Provide additional resumes for other management and staff positions deemed critical by the Offeror, in the Home (headquarters and support) and Field Offices. Resumes shall include name, educational background, present employer, present position or title, total years of experience and years of experience with the Offeror, training, types of experience by years, English language proficiency, and any additional pertinent information in sufficient detail to substantiate qualifications and facilitate evaluation of qualifications and technical competence. Experience shall be in similar roles for projects relevant to the Project.

SUBFACTOR 3: Subcontractor Management Program

Page limit: 10.

Describe by name and position all subcontractors identified for the Project and how the Offeror plans to integrate those subcontractors into the overall contract effort.

Describe plans for implementing and maintaining surveillance over subcontractors to ensure performance is consistent with contract requirements. The Subcontractor Management Program should be detailed and specific to the Project and site conditions and provide an overview of corporate management philosophy.

For three relevant projects, discuss the subcontractor management program implemented with a focus on key success factors and how failures and challenges were resolved.

With respect to an INL construction project, a prime contractor may not subcontract more than 50 percent of the total value of the project.

SUBFACTOR 4: Business Authorization

Page limit: Not Applicable

Offeror shall provide current copy of license/certificate/accreditation which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the government of Colombia or its agent to provide construction services within Colombia.

Offeror shall provide written assurance that all sub-contractors identified in the proposal have obtained all necessary licenses AND will ensure all sub-contractors or others not currently identified in the proposal have necessary authorization before performing work.

FACTOR 5: SAFETY PROGRAM Page limit: 10

Page limit: 2. Provide a statement of the Offeror's policy on safety and health in the workplace. Page limit: 2 per project. For three relevant projects, discuss the safety program that was implemented with a focus on key success factors and how failures and challenges were resolved.

Page limit: 2. Describe the core elements of the company's safety training program. Identify the frequency of training sessions, and explain how employees are informed of company policy regarding safety regulations and work practices.

Recruitment of Third Country Nationals for Performance on Department of State Contracts (October 17, 2012)

On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a Recruitment Plan as part of the proposal. Contractors providing employer furnished housing are required to submit a Housing Plan. For proposal evaluation purposes, the Recruitment Plan will be evaluated on a Pass/Fail basis, and an offeror must receive a Pass to be eligible for award.

FACTOR 6: TCN RECRUITMENT PLAN Page limit: 10

State the anticipated number of workers to be recruited, the skills they are expected to have, the approach to training third country nationals (TCNs), and the country or countries from which the contractor intends to recruit them.

Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.

Provide sample recruitment agreement in English.

State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.

State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

FACTOR 7: HOUSING PLAN Page limit: 5

For proposal evaluation purposes, the Housing Plan will be evaluated on a Pass/Fail basis and an offeror must receive a Pass to be eligible for award.

The offeror shall submit a Housing Plan if the contractor intends to provide employer furnished housing for TCNs. The Housing Plan must:

Describe the location and description of the proposed housing.

The plan shall state that the contractor is providing housing as part of the contract performance and shall clearly demonstrate that the contractor-provided housing will be in accordance with all applicable local laws, as well as adequate to attract and retain employees. This plan shall also acknowledge conformance to the trafficking in persons clause, 52.222-50 COMBATING TRAFFICKING IN PERSONS.

Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver.

Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 RESERVED

M.2 EVALUATION OF OFFERS

Proposals shall be evaluated in price and technical factors and sub-factors. The price factor is ranked as the most important factor, and non-price factors are less important.

A decision on technical acceptability of each offeror's technical proposal shall be made. Only those offerors determined to be technically acceptable, either initially or as a result of discussions, will be considered for award.

All technically acceptable offerors will then be ranked by evaluated price.

Award shall be made to the lowest evaluated price, technically acceptable offeror, subject to a positive responsibility determination.

The evaluation of the proposals shall be for the purpose of determining technical compliance and the completeness and affordability of the project in terms of price. The Government may discontinue the evaluation of any proposal which is unacceptable because:

It does not represent a reasonable initial effort to address itself to the essential requirements of the Request for Proposal.

It contains major deficiencies which discussions with the offeror could not be reasonably expected to cure.

It is particularly important for the offerors to recognize that the determination of award will be made principally upon a review of the offeror's written proposal. Offerors are therefore cautioned to make certain that written proposals properly reflect the Offeror's ability to satisfy the requirements of this solicitation. The Government may award a contract without discussions and without seeking revised proposals.

AWARD BASED ON INITIAL PROPOSAL; The Government intends to evaluate proposals and award a contract without discussions with the Offerors except clarifications as described in FAR 15.306(a) and will evaluate each offer on the basis of the Offeror's initial proposal. Therefore, the initial proposal should contain the Offerors' best terms from a technical and price standpoint.

COMPETITIVE RANGE DETERMINATION; Pursuant to FAR Part 15.306(c), if discussions are held, the Contracting Officer shall establish a competitive range of the most highly rated proposals. Also, if the number of most highly rated proposals exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range.

M.3 EVALUATION OF PROPOSALS

M.3.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO

OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

M.3.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3(b).
- The qualifications and experience of the offeror's proposed project superintendent and subcontractors.
- Experience and Past Performance (L.5.2.3.(b)). The Government may contact references to verify the quality of the past performance.
- The performance schedule (bar chart) (Section L.5.2.3.).
- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;

- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

M.4.2.1 EVALUATION OF OFFERS

FACTOR 1 CONSTRUCTOR TECHNICAL PROJECT EXPERIENCE

The Government will evaluate the Offeror's technical project experience in executing relevant projects. For offerors who do not have individual projects representative of the project scope and complexity, the Government will evaluate the technical project experience demonstrated by the combined project examples.

The Government will evaluate the quality of the offeror's previous performance based on information submitted for Factors 1. The Government will evaluate the Offeror's record of project completion and close-out, its approach to problem and change resolution, and its responsiveness to issues and problems raised by COR for Factor 1.

FACTOR 2 CONSTRUCTOR PAST PERFORMANCE

The Government will evaluate the contractor's past performance as presented in its proposal and as may be determined from other available information, including former customers, Government agencies, federal databases (e.g. CPARS), and other sources.

NOTICE: As prescribed in the Federal Acquisition Regulation at 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will receive a neutral rating.

FACTOR 3 TECHNICAL APPROACH AND RISK

The Offeror's proposal must (1) comply with the requirements of law, regulation, all conditions as stated in the solicitation, and (2) must display an understanding of the requirements as stated in the solicitation. Proposals that fail to satisfactorily demonstrate that the following areas will be satisfied may be determined unacceptable.

SUBFACTOR 1 Understanding Scope

The Government will evaluate the offeror's narrative, taking into consideration the elements identified in Section L.17 demonstrates a clear understanding of the Project scope and the particular risks associated with the Project, including local conditions.

SUBFACTOR 2 Schedule

The Government will evaluate the Offeror's schedule to ensure that it adequately and logically reflects the unique conditions and risks associated with the Project in order to meet the contract completion date. The Government will also evaluate the Offeror's past history of recovering from schedule delays.

FACTOR 4 MANAGEMENT AND ORGANIZATION

SUBFACTOR 1 Offeror's Organization for the Project

The Government will evaluate the chains of responsibility and lines of communication are logical and efficient, and whether the organization is structured to successfully complete the Project.

SUBFACTOR 2 Staffing Approach and Key Resumes

The Government will evaluate the offeror's staffing approach to ensure that it meets the criteria established in Sections L.17 and whether the resumes demonstrate appropriate professional qualifications, specialized experience, technical competence in the role proposed, and meet the minimum requirements of the contract.

SUBFACTOR 3 Subcontractor Management Program

The Government will evaluate the adequacy of the Offeror's plan to manage subcontractors' performance and to integrate subcontractors in the Project Team.

SUBFACTOR 4 Business Authorization

The Government will check that the Offeror has submitted acceptable evidence of its ability to legally perform construction services within Colombia, has provided written certification that all sub-contractors identified in the proposal have obtained necessary licenses and will ensure all sub-contractors and others not currently identified in the proposal have necessary authorization before performing work.

FACTOR 5 SAFETY PROGRAM

The Government will evaluate the Offeror's safety program; the extent to which it demonstrates its commitment to safety, and its ability to implement a successful safety program.

RECRUITMENT PLAN, HOUSING PLAN, TRAFFICKING PERSONS COMPLIANCE PLAN CERTIFICATION, AND SAFETY PROGRAM.

To the extent required to be submitted in response to this solicitation, the offeror's recruitment plan, housing plan, trafficking persons compliance plan certification, and safety program will each separately be rated on a Pass/Fail basis considering whether the essential requirements for

such plans or program have been met. An offer must receive a Pass rating for each required plan or program to be eligible for award.

FACTOR 6 TCN RECRUITMENT PLAN

The Recruitment Plan will be evaluated to ensure it meets requirements to identify and explain:
The anticipated number of workers to be recruited,
The skills they are expected to have,
The countries from which the contractor intends to recruit them; and
How the offeror intends to attract candidates and the recruitment strategy, including the recruiter.

FACTOR 7 HOUSING PLAN

The contractor shall submit a housing plan that clearly demonstrates that the contractor-provided housing for this project will be in accordance with all applicable local laws, clause 52.222-50 Combating Trafficking in Persons, as well as housing that is adequate to attract and retain employees. The Housing Plan will be evaluated to ensure it meets requirements to:
Describe the location and description of the proposed housing, State in their offer that housing meets host country housing and safety standards and local codes, or explain any variance; and
Convey compliance with any Temporary Labor Camp standards.
A clear and adequate plan of how Offeror will incorporate these housing requirements into the overall contract effort will be evaluated.

M.5.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

M.4 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

M.5 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial

offers; otherwise

(2) On the date specified for receipt of proposal revisions.

M.6 EVALUATION OF PRICE

Price proposals will be evaluated for price reasonableness based on the total price proposed for performance of the Project as specified in Section B of this solicitation. Analysis shall be performed in accordance with Federal Acquisition Regulation 15.404-1 and Section M of this solicitation.

M.7 BASIS OF AWARD

Award will be made to the offeror, based on an evaluation and assessment of each offeror's proposal, to the technically acceptable offeror meeting the requirement of the solicitation, at the lowest priced.

The following must be met in order to be eligible for award:

Offeror's proposal must be determined to be acceptable.

The proposal must comply in all material respects with the requirements of law, regulation, and the conditions set forth in this solicitation.

Responsibility:

The offer must be determined responsible according to the standards in FAR 9.104-1

CONTRACTOR VETTING AS A CONDITION OF AWARD:

Offerors are advised that successful passing of vetting to evaluate the risk that funds may benefit terrorists or their supporters is a condition of award. Offerors may be asked to submit information required by DS Form 4184, Risk Analysis Information about their company and its principal personnel. Vetting information is also required for all subcontract performance on contracts identified by the Department as presenting a risk of terrorist financing. When vetting information is requested by the Contracting Officer, information may be submitted via email to RAM@state.gov, or hardcopy to the Contracting Officer. Questions regarding the form may be emailed to RAM@state.gov. Failure to submit information when requested, or failure to pass vetting, may be grounds for rejecting your proposal.

M.8 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.